



U.S. Department of Transportation
National Highway Traffic Safety Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 1386

Date Received 10:43 14-JAN-2004	Repository <input type="checkbox"/>
Reference No. 10054068	

OWNER INFORMATION (Type or Print)

Name	Daytime Telephone Number	E-mail Address
Address	Evening Telephone Number SAME	NA
City LOUISVILLE	State KY	Zip Code

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? YES NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.
Signature of Owner _____ Date 1/14/04

VEHICLE INFORMATION

17 digit VIN (see location number located at bottom of windshield on driver's side) 2GCEC1BR4W	Make CHEV	Model PICKUP	Model Year 1998
Date Purchased 9/25/97	Dealer's Name and Telephone Number Wilson Bros CHEV dealer	Engine: No. Cylinders 8	Fuel Type: GAS
Original Owner <input checked="" type="checkbox"/>	Dealer's City KARDSTOWN	State KY	Zip Code 40004
Transmission Type AUTO	<input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain	Vehicle Component Code 016100 STEERING:HYDRAULIC POWER ASSIST:PUMP
Multiple Failure: 1			

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s) 07-JAN-2004	Failure Mileage 88000 BT START	Failure Speed
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ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make	Tire Model (Name or Number)	Tire Size (Example P215/65R15)
DOT No. (Example: DOTM4SABC086)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:
Tire Component Code	Tire Failure Type	

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:	Date Manufactured:	Model No./Name:
Seat Type:	Installation System:	
Child Seat Component Code:	Failed Part:	

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured	Number of Deaths	Reported to Police N
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Narrative Description of Incident(s), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

WHEN BRAKING CONSUMER WOULD LOSE POWER STEERING. *AK

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY.
The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

AT TIME OF PURCHASE WHEEL ALIGNMENT BRAKES THE STEERING LOCKED W.P. LATER PROBABLY WOULD BUILD UP AN BRAKING SYSTEM BLOCKING TO B OFF OF MASTER CYLINDER + CAUSED THE FRONT BRAKES TO WEAR OUT EARLY. NOW AS YOU MAKE TURN IT FEELS LIKE THE STEERING IS STUCK ON THE POWER STEERING IS TO LOOSE

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department of Transportation

National Highway Traffic Safety Administration

400 Seventh St., S.W. Washington, D.C. 20590

Official Business Penalty for Private Use \$300



BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO 75173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-216
400 7th Street, SW
Washington, DC 20590



**VEHICLE
OWNER'S
QUESTIONNAIRE**

DOT AUTO SAFETY HOTLINE

TO REPORT VEHICLE SAFETY DEFECTS
COMPLETE THIS FORM
OR

DASH2DOT

and dial toll free at

1-888-DASH-2-DOT
1-888-327-4238

DOT Auto Safety Hotline
(DASH) & DOT



U.S. Department of Transportation
National Highway Traffic Safety Administration
http://www.nhtsa.gov

August 26th 2001

**G. RICHARD WAGONER JR.
PRESIDENT
GENERAL MOTORS**

SIR:

ON SEPTEMBER 23RD 1999 MY WIFE AND I PURCHASED A 1998 CHEVROLET SILVERADO PICK-UP TRUCK FROM WILSON BROS IN BARDSTOWN KENTUCKY. SHORTLY AFTER TAKING DELIVERY A PROBLEM DEVELOPED WITH THE STEERING. WHEN THE BRAKES ARE APPLIED THE STEERING LOCKS UP.AFTER SEVERAL ATTEMPTS BY MONTGOMERY CHEVROLET IN LOUISVILLE KENTUCKY AND WITH MONTGOMERY CHEVROLETS CONSULTATION WITH GENERAL MOTORS ENGINEERS WE WERE TOLD TO TAKE IT BACK TO WILSON BROS.

AFTER SEVERAL ATTEMPTS BY WILSON BROS. TO DIAGNOSE AND REPAIR PROBLEM WE WERE TOLD BY WILSON BROS. THAT THEY HAD CONSULTED WITH GENERALS MOTORS ENGINEERS ALSO AND THEY TO WERE UNABLE TO DIAGNOSE PROBLEM.

WILSON BROS THEN TOLD US THAT THEY WERE TOLD BY THE ENGINEERS TO TELL THE CUSTOMER THAT THE TRUCK WAS BORN WITH THE PROBLEM AND THEY WOULD HAVE TO LIVE WITH IT. WE THEN FILED A LAWSUIT IN NELSON COUNTY CIRCUIT ON JULY 13TH 1999. AFTER SEVERAL DELAYS AND FORCED MEDIATION THE CASE WENT TO TRIAL ON MARCH 12TH 2001.

THE JUDGE IN THE COURT REFUSED TO LET PLAINTIFFS USE FEDERAL REQUIRED STICKER ON THE WINDOW OF AN IDENTICAL TRUCK TO DETERMINE THE COST OF REPLACING THE TRUCK. NOT BEING ABLE TO USE WINDOW STICKER PLAINTIFFS WERE UNABLE TO DETERMINE DAMAGE

JUDGE THEN DISMISSED CASE WITH PREJUDICE AND AWARDED DEFENDANTS ATTORNEY FEES.THE CASE IS NOW IN THE KENTUCKY COURT OF APPEALS PLAINTIFFS FEEL THEY HAVE BEEN UNJUSTLY TREATED BY GENERAL MOTORS AND THE COURTS. PLAINTIFFS FILED AND DEFENDED THEIR OWN LAWSUIT WITH INTENTION OF SAVING GENERAL MOTORS THE LAWYER FEES AND BELIEVING GENERAL MOTORS WOULD NOT WANT A VEHICLE WITH THESE PROBLEMS ON THE ROAD.

THE LAWSUIT ITSELF WAS NOT LOOKED UPON VERY KINDLY BY THE COURT IN NELSON COUNTY BECAUSE PLAINTIFFS HAD NOT HIRED AN ATTORNEY FROM NELSON COUNTY AND THE FIRST CHANCE IT GOT IT DISMISSED THE CASE. PLAINTIFFS HAVE

BEEN VERY SURPRISED THIS CASE HAS NOT BEEN SETTLED AND THIS TRUCK HAS NOT BEEN TAKEN OF THE ROAD.

AFTER THE LAWSUIT WAS FILED ANOTHER PROBLEM DEVELOPED IN THE BRAKING SYSTEM. PRESSURE BUILT IN THE BRAKING SYSTEM CAUSING THE MASTER CYLINDER TO LEAK. MASTER CYLINDER WAS REPLACED BY MONTGOMERY CHEVROLET AND THIS TIME PRESSURE BUILT UP BLOWING THE TOP OFF MASTER CYLINDER AND PLAINTIFFS HAD TO STRAP DOWN THE TOP OF MASTER CYLINDER TO HOLD IT ON. WITH PRESSURE NOT BEING RELEASE THIS CAUSED THE FRONT BRAKES TO WEAR OUT SHORTLY AFTER

WHEN PLAINTIFFS ARE ON THE ROAD THEY HAVE TO STAY BACK TWICE THE DISTANCE FROM CARS AHEAD AS THEY NORMALLY WOULD HAVE TO. BECAUSE WHEN THE BRAKES ARE APPLIED THIS CAUSES THE STEERING SYSTEM TO LOCK UP AND YOU HAVE NO CONTROL OF VEHICLE. THE PROBLEMS WITH THE TRUCK IS NOT ONLY A HAZARD TO THE OWNERS BUT ALSO TO THE PUBLIC. IF THESE PROBLEMS SHOULD CAUSE AN ACCIDENT AND SOMEONE IS HURT OR KILLED GENERAL MOTORS COULD BE IN FOR A LARGE CIVIL SUIT.

PLAINTIFFS HAVE BEEN BUYING CHEVROLET TRUCKS SINCE 1967 PERSONALLY AND IN THEIR BUSINESS AND HAVE NEVER HAD ANY BIG PROBLEMS WITH ANY OF THEM. IT IS UNBELIEVABLE THAT GENERAL MOTORS WOULD LEAVE THIS TRUCK ON THE ROAD.

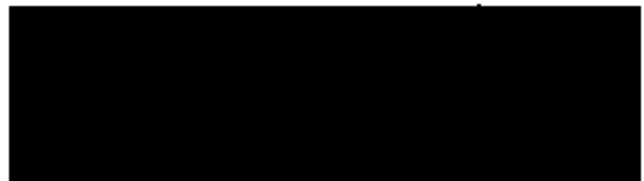
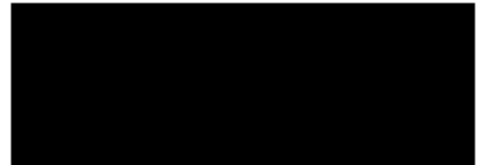
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WITH THE GOOD SERVICE WE HAVE GOTTEN WITH THE GENERAL MOTORS VEHICLES IN THE PAST IT WILL BE HARD NOT TO BUY GENERAL MOTORS TRUCKS AND CARS BUT BECAUSE OF THESE PROBLEMS WE WILL BE FORCED TO BUY SOMETHING ELSE AND SOME OF MY FRIENDS AND RELATIVES FEEL THE SAME WAY.

WE REALLY DON'T EXPECT ANYTHING TO BE DONE ABOUT THIS PROBLEM BECAUSE WHEN WE FILED THE SUIT WE WERE TOLD WE WOULD BE IN COURT FOR A LONG TIME BECAUSE GENERAL MOTORS HAD A REPUTATION OF NOT STANDING BEHIND THEIR VEHICLES AND KEPT A BATTERY OF LAWYERS TO DEFEND THE LAWSUITS

NOT ONLY ARE WE WRITING THIS LETTER TO ADVISE YOU OF THIS SITUATION WE ALSO FEEL THE LAW FIRM IS TAKING ADVANTAGE OF THE SITUATION AND MILKING THE CASE AS LONG AS THEY CAN HOPING TO RECEIVE A NICE FEE.

RESPECTIVELY SUBMITTED



August 28th 2001

**KURT RITTER
PRESIDENT
CHEVROLET DIVISION**

SIR:

ON SEPTEMBER 23RD 1999 MY WIFE AND I PURCHASED A 1998 CHEVROLET SILVERADO PICK-UP TRUCK FROM WILSON BROS IN BARDSTOWN KENTUCKY. SHORTLY AFTER TAKING DELIVERY A PROBLEM DEVELOPED WITH THE STEERING. WHEN THE BRAKES ARE APPLIED THE STEERING LOCKS UP.AFTER SEVERAL ATTEMPTS BY MONTGOMERY CHEVROLET IN LOUISVILLE KENTUCKY AND WITH MONTGOMERY CHEVROLET'S CONSULTATION WITH GENERAL MOTORS ENGINEERS WE WERE TOLD TO TAKE IT BACK TO WILSON BROS.

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RESPECTIVELY SUBMITTED



Case No.

Nelson Circuit Court
Division

[REDACTED]

and

[REDACTED]

VS

COMPLAINT
(Jury Demand Endorsed)

WILSON BROS. INC.
120 W. John Rowan Blvd.
Bardstown, Kentucky 40004

SERVE: [REDACTED]

and

GENERAL MOTORS CORPORATION
TRUCK DIVISION
Detroit, Michigan

DEFENDANTS

SERVE: C.T. CORPORATION
Statutory Agent for Defendant
General Motors Corporation
Kentucky Home Life Building
Louisville, Kentucky 40202

*** **

COUNT I

1. The Plaintiffs state that they are residents of the State of Kentucky. Defendant General Motors Corporation, Truck Division, is a foreign Corporation, doing business in the

State of Kentucky. Defendant Wilson Bros. Inc. is a Kentucky Corporation. Plaintiffs bring this action and the Court's jurisdiction is based on principles of Kentucky statutory and common law, and the Kentucky Uniform Commercial Code, KRS 355.01 et. seq., and the Magnuson-Moss Warranty Act, 15 U.S.C. Section 2301-2312.

2. This action claims a breach of express and implied warranties of fitness and merchantability by Defendants General Motors Corporation, Truck Division, and Wilson Bros. Inc. It also states claims for fraud and misrepresentation by Defendants General Motors Corporation, Truck Division, and Wilson Bros. Inc., for failing to reveal the presence of the claimed defects in said truck prior to its sale to Plaintiffs, and for fraud and misrepresentation as to the quality of their product sold to Plaintiffs.

3. The Plaintiff [REDACTED] purchased a truck, a 1998 Chevrolet Silverado pick-up, from Wilson Bros. Inc, Bardstown, Kentucky on or about September 23, 1997, for an amount of approximately \$26,388.81 plus tax and license. Said truck was manufactured by General Motors Corporation Truck Division. Said truck is owned by Plaintiff [REDACTED]

4. Plaintiffs [REDACTED] state that when they purchased the 1998 Chevrolet Silverado pick-up, of said pick-up that immediately upon taking delivery of said truck from Defendant, they encountered a problem and difficulties with said truck, including defective steering and defective leather seats, which was due to defective manufacturing and defective parts. The truck was taken to Montgomery Chevrolet, and Wilson Bros. on numerous occasions for repair of defects. The steering problems still exist despite their attempts to repair them. The defects still exist. All of the said defects were present when the truck was delivered.

5. Defendants Wilson Bro. Inc. has attempted to repair said steering problems but has been unable to remedy the problem. Said Defendant has refused to attempt further repairs to remedy the defect.

6. All of said numerous problems and repairs to said truck have been caused by, and are a result of, manufacturing defects by Defendant General Motors Corporation. These defects have been documented as caused by manufacturing defects.

7. Plaintiff is a "buyer" under UCC S 2-103.

8. Wilson Bros. Inc. is a dealer from whom said truck was purchased, said dealer is a "seller" under UCC S 2-103.

9. General Motors Corporation, Truck Division, is the manufacturer of said truck, and is a "seller" under UCC S 2-103.

10. The truck constitutes "goods" under UCC S 2-105.

11. Plaintiffs' purchase of the truck was accompanied by an express warranty offered by General Motors Corporation, and extended to Plaintiffs, which warranty was part of the basis of the bargain of the contract between Plaintiffs and Defendant Wilson Bros., Inc. for the sale of the truck.

12. In this express warranty, General Motors Corporation, Truck Division warranted that the truck was free of all defects in materials or workmanship, and that if any such defect were discovered within the duration of the express written warranty, General Motors Corporation would provide for repair of the automobile free of charge to the Plaintiffs.

13. In fact, when delivered, the truck had the defects in materials or workmanship which was discovered within the warranty period and which has been stated above.

14. Within five (5) days of discovering each defect, Plaintiffs notified Montgomery

Chevrolet, Inc. and through it General Motors, Corporation, of the defect as provided in the express warranty.

15. Plaintiffs provided the Defendants as directed in the express warranty, sufficient opportunity to repair or replace the truck.

16. Plaintiffs met all of their obligations and preconditions as provided in the express warranty.

17. Defendants have failed and refused to repair the truck as provided in the express warranty, and the truck is still in a defective condition, and the Defendants have refused to repair it.

18. The truck continues to contain defects which substantially impair the value of the automobile to Plaintiffs, as well as endanger the lives of the Plaintiffs.

19. These defects could not reasonably have been discovered by Plaintiffs prior to acceptance of the automobile. The defects were known to exist Defendants prior to sale and acceptance by Plaintiffs of said automobile.

20. As of this date the automobile was in substantially the same, or worse, conditions as at delivery.

21. Defendants have refused Plaintiffs' revocation and have refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

22. Plaintiffs are entitled to the recovery of the purchase price paid, title fees, taxes, insurance fee, cancellation of installment contract, cost of "cover", incidental, consequential, and other special damages.

23. Wherefore, Plaintiffs are entitled to recovery in the amount of \$28, 290.01.

COUNT II

24. Plaintiffs reallege each allegation contained in paragraphs 1-14 and 18-24 above.

25. Defendants General Motors Corporation, Truck Division, and Wilson Bros., Inc. are merchants with respect to trucks under UCC § 201-4.

26. The truck purchased by plaintiffs was subject to implied warranties of merchantability under UCC § 2-314, running from said defendants to the benefit of Plaintiffs.

27. The defects described in Paragraph 12 above rendered the vehicle unmerchantable.

28. Defendants have failed and refused to adequately remedy the defects in the truck, and the truck is still in an unmerchantable condition.

29. As a result of the actions of the Defendant, the Plaintiffs have not received what they bargained for, and the Defendants have breached express written warranties, and implied warranties of fitness and merchantability, pursuant to the Uniform Commercial Code, as codified in the Kentucky Revised Statutes, KRS 355.1-101 et. seq. (hereinafter UCC), specifically Sections 2-313 2-314 and 2-315; have breached said warranties pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. 2301-2312, and have failed to perform their obligations imposed by and under said act.

30. Wherefore, Plaintiffs are entitled to recover damages in the amount of \$28,290.01 as described above.

COUNT III

31. Plaintiffs reallege each allegation contained in Paragraph 1 through 24.

32. Plaintiffs are consumers as defined in the Magnuson-Moss Warranty Act (hereinafter, "Warranty Act") 15 USC 2301 (3).

33. General Motors Corporation, Truck Division, is a supplier and warrantor as defined in the Warranty Act, 15 USC S 2301 (1).

34. The truck is a "consumer" products" as defined in the Warranty Act, 15 USC S (1).

35. The express warranty pertaining to the truck is a "written warranty" as defined in the Warranty Act, 15 USC S 2301.

36. The truck was manufactured after July 4, 1975.

37. The above described action constitutes breach of the written warranty by Defendant General Motors Corporation.

38. Wherefore, Plaintiffs are entitled to a recovery in the amount of \$28,290.01 , as described above, and in addition are entitled to actual attorney's fees reasonably incurred in connection with the commencement and prosecution of this action; to cost of this action; and other legal and equitable relief as the court may deem proper.

COUNT IV

39. Plaintiffs reallege each allegation contained in Paragraphs 1 through 14.

40. The above described actions constitute a breach of the implied warranty of merchantability actionable under the Warranty Act 15, USC S 2310 (d) (1).

41. Wherefore, Plaintiffs are entitled to recovery in the amount of \$28,290.01; actual attorneys' fees reasonably incurred in connection with the commencement and prosecution of this action; cost of this action; and other legal equitable belief as the court may deem proper, as described above.

COUNT V

42. Plaintiffs reallege each allegation contained in Paragraph 1-41.

43. Plaintiffs purchased said truck partially on the basis of the Defendants' television and magazine advertising which both expressly and impliedly stated said truck was of quality manufactured, and was covered by warranties which equaled or surpassed those offered by other manufacturers. Said Defendant further provided warranty information which stated that said truck was covered by express information which stated that said truck was covered by express written warranties, which would cover the defects and problems present in said truck. Based upon said express and implied warranties, and representation of defendants, Plaintiffs purchased said truck.

44. Plaintiffs further made the decision to purchase said truck based upon the express and implied warranties of fitness and merchantability of this and all trucks manufactured by General Motors Corporation. The purchase of said truck was further offered by the manufacturer, Defendant General Motors Corporation, extended to Plaintiffs, and which warranty was a part of the basis of the bargain of the contract between Plaintiffs and Defendants.

45. Due to the defects and problems with said truck which has been present since the date of its purchase, and in fact since it manufacture, there have been breaches of express written warranties, express and implied representations, and implied warranties of fitness for purpose and merchantability, by Defendants. Said truck is neither fit to drive, nor is it merchantable.

46. Wherefore Defendants have breached express and implied warranties made through their advertising, and have thus breached the express and implied contract between parties.

47. Wherefore, Plaintiffs are entitled to recover the amount of the purchase price, plus expenses for taxes, titles, and insurance, all in the amount of \$28,290.01.

COUNT VI

48. Plaintiffs reallege and reaver each allegation as contained in Paragraph 1 through 47 above.

49. Defendants have intentionally, knowingly, willfully and fraudulently failed to reveal the existence of said defects and problems, of which they were aware prior to the sale of said automobile to Plaintiffs. The Defendant purposely and with intent to defraud the Plaintiffs misrepresented the quality of their product, and intentionally concealed said known defects, for the sole purpose of effecting a sale of said truck to Plaintiffs. Defendants knew at the time of the sale and all times subsequently, that the defect existed and could not be remedied, that serious harm or damage would thus result to Plaintiffs due to their misconduct; Defendants knew of this likelihood of serious harm or damage; Defendants profited extensively as a result of their misconduct.

50. Wherefore, Plaintiffs are entitled to recover the amount of \$28,290.01 as compensatory damages and further to punitive damages, pursuant to KRS 411.186.

COUNT VII

51. This action is brought as a class action pursuant to Rule 23 of the K.R.C.P. and the Magnuson-Moss Warranty Act, 15 U.S.C.S. 2310 (d). The number of Plaintiffs named herein is not less than 100.

52. The Plaintiffs bring this action on their own behalf and in a representative capacity on behalf of all other persons similarly situated (the "CLASS"), namely, All purchasers of 1998

~~Chevrolet Silverado Pick-up which contain defective parts.~~

53. The members of the class are so numerous that joinder of all of them is impractical.

54. ~~Plaintiffs' claims are typical of the claims of the class.~~

55. The question of fact and law common to the members of the class predominate over any questions affecting only individual members.

56. The representative parties will fairly and adequately protect the interest of the class.

WHEREFORE, Plaintiffs pray that this action be maintained as a Class Action, and that Judgment be granted to Plaintiffs, ~~and other members of the Class, as Plaintiffs have alleged in Paragraphs 22, 23, 31, 38, 41, 47, 50, pursuant to Counts I, II, III, IV, V, and VI, jointly and severely against said Defendants.~~

Plaintiffs demand a trial by jury on all counts and causes of action contained herein.

[REDACTED]

[REDACTED]

**THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).**